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REMARKS/ARGUMENTS

Claims 51-80 are pending in this application, and all other claims have been either canceled or withdrawn. For at least the reasons stated below, Applicants assert that all claims are in condition for allowance.

RESPONSE TO OFFICE COMMUNICATION DATED FEBRUARY 27, 2004

Claims 51-80 have been added and are directed towards an invention described by Examiner as "bidding structure," as were originally filed claims 1-18, in accordance with the requirements set forth in the Office Communication dated February 27, 2004 (see first claim element of claims 51, 61, and 71). More specifically, claims 51-80 are more broadly directed towards a virtual trade financial environment—called "sales processing" by Examiner—where the manner in which agreements are established is through bidding—called "bidding structure" by Examiner. In accordance with 37 CFR 1.121(c)(2), claims 51-56, 61-66, and 71-76 are the reinstatement of claims 1-18 with amendments thereto.

CLAIM REJECTIONS UNDER 35 U.S.C. § 102

The previously pending claims 1-2, 4-8, 10-14, and 16-18 were rejected under 35 U.S.C. § 102(e) as being anticipated by Odom et al. (U.S. Patent No. 6,058,379). Applicants respectfully oppose these rejections. Applicants assert that the reference does not disclose each and every element claimed by the present invention as required by MPEP § 2131.

Various claimed elements of the present invention are not disclosed in the *Odom* reference. For at least this reason, the Examiner's § 102 rejections are unsupported by the art and should be withdrawn.

(a) Checking Credit Based on Terms Form

The present invention provides for, *inter alia*, a virtual trade financial framework wherein the credit of a buyer is checked with a third party based on a terms form indicating at least one of the terms and conditions of the buyer. *Odom* fails to teach this limitation, which is recited by claims 51-80.

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Odom discloses "a method for networked exchange" involving "the electronic exchange of goods and services via an electronic network..." *See*, abstract; col. 1, lines 7-10. Specifically, the reference describes an eight-step capability to enable operation of the exchange. *See*, abstract; col. 3, lines 13-15. However, the limitation of checking the credit of a buyer with a third party based on a terms form indicating at least one of the terms and conditions of the buyer is not taught by any of these eight steps nor anywhere else in the *Odom* reference. Although one of the steps of the *Odom* reference describes processing information generated by the potential purchaser, this step describes processing information generated by a potential purchaser's bid (see step 220) and not about a purchaser's credit. *See*, col. 6, lines 27-29. Nowhere does *Odom* even mention checking a buyer's credit with a third party, let alone basing such a credit check on a terms form as recited in claims 51-80.

(b) Providing Seller With the Terms Form and an Indication of Available Credit

Claims 51-80 further recite "providing at least one of the sellers with the terms form and an indication as to available credit of at least one of the buyers." *Odom* fails to teach this limitation.

As previously noted, *Odom* describes processing information generated by a potential purchaser's bid, not about a purchaser's credit. *See*, col. 6, lines 27-29. At step 515, *Odom* describes how a bid is transmitted to the seller or exchange by electronic mail or messaging. *See*, col. 8, lines 17-19. However, this teaching fails to specify transmitting a buyer's terms and conditions and makes no mention of the buyer's credit. Nowhere does *Odom* teach providing an indication as to the buyer's credit as recited in claims 51-80.

(c) Buyer Accesses Secondary Documents Via Bank

Claims 51-80 also recite the buyer accessing secondary documents via a bank. The secondary documents are recited as being from the group of insurance certificates, inspection certificates, certificates of origin, invoices/declarations, counselor's invoices, sanction and boycott declarations, packing lists, weight lists, lab test reports, and beneficiary certificates. *Odom* fails to teach this limitation.

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In the *Odom* reference, step 230 describes clearing a negotiation with a bank and step 835 refers to a settlement phase. *See*, col. 6, lines 64-65; col. 10, lines 28-35. However, these steps, and the rest of the *Odom* reference, fail to teach a buyer accessing secondary documents via a bank as recited in claims 51-80.

(d) § 102 Rejections are Therefore Improper

For at least the above-indicated reasons, *Odom* and the other art of record fail to teach or describe each and every element of the present invention in accordance with MPEP § 2131. Accordingly, Applicants respectfully request withdrawal of the 35 U.S.C. § 102(e) rejections.

CLAIM REJECTIONS UNDER 35 U.S.C. § 103

The previously pending claims 3, 9, and 15 were rejected under 35 U.S.C. § 103(a) as being unpatentable over *Odom* in view of *Purcell* (U.S. Patent No. 6,081,789). Applicants respectfully oppose these rejections. The cited references, alone or in combination, fail to teach or suggest all of the claim limitations as required by MPEP § 2143. Therefore, this rejection is inappropriate.

As shown in the discussion of the 35 U.S.C. §102 rejections above, the art of record does not teach or suggest all claim limitations of the independent claims 51, 61, and 71, and because the dependent claims include all of the limitations of these independent claims from which they depend respectively, the art of record also does not teach or suggest all claim limitations of all the dependent claims.

Further, nowhere does *Purcell* even remotely mention, let along teach or suggest, (a) checking the credit of a buyer with a third party based on a terms form, (b) providing a seller with the terms form and an indication as to the available credit of the buyer, or (c) the buyer accessing secondary documents via a bank. Rather, *Purcell* is directed towards a method for exchanging information, *see abstract*, but the reference does not even mention banks, credit checks, or secondary documents. Accordingly, the cited references, alone or in combination, fail to teach or suggest all of the claim limitations of the pending claims as required by MPEP § 2143.

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CONCLUSION

Applicants submit that all pending claims are allowable and respectfully request that a Notice of Allowance be issued in this case. In the event a telephone conversation would expedite the prosecution of this application, the Examiner may reach the undersigned at (612) 607-7386.

If any fees are due in connection with the filing of this paper, then the Commissioner is authorized to charge such fees including fees for any extension of time, to Deposit Account No. 50-1901 (Reference 60021-339701).

Respectfully submitted,

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